BEFORE THE BOARD OF BEHAVIORAL SCIENCES DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Case No. 2002020002669

OAH No. 2022010254

VERONICA CHRISTIANA CLEARY 4721 La Villa Marina, Unit A Marina Del Rey, CA 90292-7015

Licensed Marriage and Family Therapist License No. LMFT 97745

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Board of Behavioral Sciences, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on October 13, 2022

It is so ORDERED September 13, 2022.

FOR THE BOARD OF BEHAVIORAL SCIENCES DEPARTMENT OF CONSUMER AFFAIRS

1	ROB BONTA			
2	Attorney General of California THOMAS L. RINALDI			
3	Supervising Deputy Attorney General M. TRAVIS PEERY			
4	Deputy Attorney General State Bar No. 261887			
5	300 So. Spring Street, Suite 1702 Los Angeles, CA 90013			
6	Telephone: (213) 269-6309 Facsimile: (916) 731-2126			
7	E-mail: Travis.Peery@doj.ca.gov Attorneys for Complainant			
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9	BEFORE THE BOARD OF BEHAVIORAL SCIENCES			
10	DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA			
11	STATE OF CALIFORNIA			
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13	In the Matter of the Accusation Against:	Case No. 2002020002669		
14	VERONICA CHRISTIANA CLEARY 4721 La Villa Marina , Unit A	OAH No. 2022010254		
15	Marina Del Rey, CA 90292-7015	STIPULATED SETTLEMENT AND		
16	Licensed Marriage and Family Therapist License No. LMFT 97745	DISCIPLINARY ORDER		
17	Respondent.			
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20	IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-			
21	entitled proceedings that the following matters are true:			
22	<u>PARTIES</u>			
23	1. Steve Sodergren (Complainant) is the Executive Officer of the Board of Behavioral			
24	Sciences (Board). He brought this action solely in his official capacity and is represented in this			
25	matter by Rob Bonta, Attorney General of the State of California, by M. Travis Peery, Deputy			
26	Attorney General.			
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- 2. Respondent Veronica Christiana Cleary (Respondent) is represented in this proceeding by attorney David K. Leatherberry, whose address is: 11440 West Bernardo Court, Suite 300, San Diego, CA 92127.
- 3. On or about January 6, 2017, the Board issued Licensed Marriage and Family Therapist License No. LMFT 97745 to Respondent. The Licensed Marriage and Family Therapist License was in full force and effect at all times relevant to the charges brought in Accusation No. 2002020002669, and will expire on March 31, 2024, unless renewed.

JURISDICTION

- 4. Accusation No. 2002020002669 was filed before the Board, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on September 28, 2021. Respondent timely filed her Notice of Defense contesting the Accusation.
- 5. A copy of Accusation No. 2002020002669 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

- 6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 2002020002669. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.
- 7. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.
- 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

- 9. Respondent understands and agrees that the charges and allegations in Accusation No. 2002020002669, if proven at a hearing, constitute cause for imposing discipline upon her Licensed Marriage and Family Therapist License.
- 10. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for one or more charges in the Accusation, and that Respondent hereby gives up her right to contest those charges.
- 11. Respondent agrees that her Licensed Marriage and Family Therapist License is subject to discipline and she agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

- 12. This stipulation shall be subject to approval by the Board of Behavioral Sciences. Respondent understands and agrees that counsel for Complainant and the staff of the Board of Behavioral Sciences may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or her counsel. By signing the stipulation, Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.
- 13. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.
- 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

15. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Licensed Marriage and Family Therapist License No. LMFT 97745 issued to Respondent Veronica Christiana Cleary is revoked. The revocation is stayed and Respondent is placed on four (4) years' probation with the following terms and conditions. Probation shall continue on the same terms and conditions if Respondent is granted another registration or license regulated by the Board.

1. Psychotherapy

Respondent shall participate in ongoing psychotherapy with a California licensed mental health professional who has been approved by the Board. Within 15 days of the effective date of this Decision, respondent shall submit to the Board or its designee for its prior approval the name and qualifications of one or more therapists of respondent's choice. Such therapist shall possess a valid California license to practice and shall have had no prior business, professional, or personal relationship with respondent, and shall not be respondent's supervisor. Counseling shall be at least once a week unless otherwise determined by the Board. Respondent shall continue in such therapy at the Board's discretion. Cost of such therapy is to be borne by respondent.

Respondent may, after receiving the Board's written permission, receive therapy via videoconferencing if respondent's good faith attempts to secure face-to-face counseling are unsuccessful due to the unavailability of qualified mental health care professionals in the area. The Board may require that respondent provide written documentation of her good faith attempts to secure counseling via videoconferencing.

Respondent shall provide the therapist with a copy of the Board's Decision no later than the first counseling session. Upon approval by the Board, respondent shall undergo and continue

treatment until the Board or its designee determines that no further psychotherapy is necessary.

Respondent shall take all necessary steps to ensure that the treating psychotherapist submits quarterly written reports to the Board concerning respondent's fitness to practice, progress in treatment, and to provide such other information as may be required by the Board. Respondent shall execute a Release of Information authorizing the therapist to divulge information to the Board.

If the treating psychotherapist finds that respondent cannot practice safely or independently, the psychotherapist shall notify the Board within three (3) working days. Upon notification by the Board, respondent shall immediately cease practice and shall not resume practice until notified by the Board or its designee that respondent may do so. Respondent shall not thereafter engage in any practice for which a license issued by the Board is required until the Board or its designee has notified respondent that she may resume practice. Respondent shall document compliance with this condition in the manner required by the Board.

2. Supervised Practice

Within 30 days of the effective date of this decision, respondent shall submit to the Board or its designee, for its prior approval, the name and qualification of one or more proposed supervisors and a plan by each supervisor. The supervisor shall be a current California licensed practitioner in respondent's field of practice, who shall submit written reports to the Board or its designee on a quarterly basis verifying that supervision has taken place as required and including an evaluation of respondent's performance. The supervisor shall be independent, with no prior business, professional or personal relationship with respondent.

If respondent is unable to secure a supervisor in her field of practice due to the unavailability of mental health care professionals in the area, then the Board may consider the following options for satisfying this probationary term:

- (1) Permitting respondent to receive supervision via videoconferencing; or,
- (2) Permitting respondent to secure a supervisor not in respondent's field of practice.

The forgoing options shall be considered and exhausted by the Board in the order listed above. The Board may require that respondent provide written documentation of her good faith

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attempts to secure face-to-face supervision, supervision via videoconferencing or to locate a mental health professional that is licensed in respondent's field of practice.

Respondent shall complete any required consent forms and sign an agreement with the supervisor and the Board regarding respondent and the supervisor's requirements and reporting responsibilities. Failure to file the required reports in a timely fashion shall be a violation of probation. Respondent shall give the supervisor access to respondent's fiscal and client records. Supervision obtained from a probation supervisor shall not be used as experience gained toward licensure.

If the supervisor is no longer available, respondent shall notify the Board within 15 days and shall not practice until a new supervisor has been approved by the Board. All costs of the supervision shall be borne by respondent. Supervision shall consist of at least one (1) hour per week in individual face to face meetings. The supervisor shall not be respondent's therapist.

3. Law and Ethics Course

Respondent shall take and successfully complete the equivalency of two semester units in law and ethics. Course work shall be taken at the graduate level at an accredited or approved educational institution that offers a qualifying degree for licensure as a marriage and family therapist, clinical social worker, educational psychologist, professional clinical counselor as defined in Sections 4980.40, 4996.18, 4999.32 or 4999.33 of the Business and Professions Codes and Section 1854 of Title 16 of the California Code of Regulations or through a course approved by the Board. Classroom attendance must be specifically required. Within 90 days of the effective date of this Decision, respondent shall submit a plan for prior Board approval for meeting this educational requirement. Said course must be taken and completed within 18 months (or as approved by the Board) from the effective date of this Decision. The costs associated with the law and ethics course shall be paid by respondent. Units obtained for an approved course in law and ethics shall not be used for continuing education units required for renewal of licensure.

4. Obey All Laws

Respondent shall obey all federal, state and local laws, all statutes and regulations governing the licensee, and remain in full compliance with any court ordered criminal probation,

payments and other orders. A full and detailed account of any and all violations of law shall be reported by respondent to the Board or its designee in writing within seventy-two (72) hours of occurrence. To permit monitoring of compliance with this term, respondent shall submit fingerprints through the Department of Justice and Federal Bureau of Investigation within 30 days of the effective date of the Decision, unless previously submitted as part of the licensure application process. Respondent shall pay the cost associated with the fingerprint process.

5. File Quarterly Reports

Respondent shall submit quarterly reports, to the Board or its designee, as scheduled on the "Quarterly Report Form" (rev. 07/2016). Respondent shall state under penalty of perjury whether she has been in compliance with all the conditions of probation. Notwithstanding any provision for tolling of requirements of probation, during the cessation of practice respondent shall continue to submit quarterly reports under penalty of perjury.

6. Comply with Probation Program

Respondent shall comply with the probation program established by the Board and cooperate with representatives of the Board in its monitoring and investigation of respondent's compliance with the program.

7. Interviews with the Board

Respondent shall appear in person for interviews with the Board or its designee upon request at various intervals and with reasonable notice.

8. Failure to Practice

In the event respondent stops practicing in California, respondent shall notify the Board or its designee in writing within 30 calendar days prior to the dates of non-practice and return to practice. Non-practice is defined as any period of time exceeding thirty calendar days in which respondent is not engaging in any activities defined in Sections 4980.02, 4989.14, 4996.9, or 4999.20 of the Business and Professions Code. Any period of non-practice, as defined in this condition, will not apply to the reduction of the probationary term and will relieve respondent of the responsibility to comply with the probationary terms and conditions with the exception of this condition and the following terms and conditions of probation: Obey All Laws; File Quarterly

Reports; Comply With Probation Program; Maintain Valid License; and Cost Recovery.

Respondent's license shall be subject to cancellation if respondent's period of non-practice total two years.

9. Change of Place of Employment or Place of Residence

Respondent shall notify the Board or its designee in writing within 30 days of any change of place of employment or place of residence. The written notice shall include the address, the telephone number and the date of the change.

10. Supervision of Unlicensed Persons

While on probation, respondent shall not act as a supervisor for any hours of supervised practice required for any license issued by the Board. Respondent shall terminate any such supervisorial relationship in existence on the effective date of this Decision.

11. Notification to Clients

Respondent shall notify all clients when any term or condition of probation will affect their therapy or the confidentiality of their records, including but not limited to supervised practice, suspension, or client population restriction. Such notification shall be signed by each client prior to continuing or commencing treatment. Respondent shall submit, upon request by the Board or its designee, satisfactory evidence of compliance with this term of probation.

12. Notification to Employer

Respondent shall provide each of her current or future employers, when performing services that fall within the scope of practice of her license, a copy of this Decision and the Statement of Issues or Accusation before commencing employment. Notification to respondent's current employer shall occur no later than the effective date of the Decision or immediately upon commencing employment. Respondent shall submit, upon request by the Board or its designee, satisfactory evidence of compliance with this term of probation.

Respondent shall provide to the Board the names, physical addresses, and telephone numbers of all employers, supervisors, and contractors.

Respondent shall complete the required consent forms and sign an agreement with the employer and supervisor, or contractor, and the Board to allow the Board to communicate with

the employer and supervisor or contractor regarding the licensee's work status, performance, and monitoring.

13. Violation of Probation

If respondent violates the conditions of her probation, the Board, after giving respondent notice and the opportunity to be heard, may set aside the stay order and impose the discipline (revocation) of respondent 's license provided in the Decision.

If during the period of probation, an accusation, petition to revoke probation, or statement of issues has been filed against respondent's license or application for licensure, or the Attorney General's office has been requested to prepare such an accusation, petition to revoke probation, or statement of issues, the probation period set forth in this Decision shall be automatically extended and shall not expire until the accusation, petition to revoke probation, or statement of issues has been acted upon by the Board. Upon successful completion of probation, respondent's license shall be fully restored.

14. Maintain Valid License

Respondent shall, at all times while on probation, maintain a current and active license with the Board, including any period during which suspension or probation is tolled. Should respondent's license, by operation of law or otherwise, expire, upon renewal respondent's license shall be subject to any and all terms of this probation not previously satisfied.

15. License Surrender

Following the effective date of this Decision, if respondent ceases practicing due to retirement or health reasons, or is otherwise unable to satisfy the terms and conditions of probation, respondent may voluntarily request the surrender of her license to the Board. The Board reserves the right to evaluate respondent's request and to exercise its discretion whether to grant the request or to take any other action deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the surrender, respondent shall within 30 calendar days deliver respondent's license and certificate and if applicable wall certificate to the Board or its designee and respondent shall no longer engage in any practice for which a license is required. Upon formal acceptance of the tendered license, respondent will no longer be subject to the terms

and conditions of probation.

Voluntary surrender of respondent's license shall be considered to be a disciplinary action and shall become a part of respondent's license history with the Board. Respondent may not petition the Board for reinstatement of the surrendered license. Should respondent at any time after voluntary surrender ever reapply to the Board for licensure respondent must meet all current requirements for licensure including, but not limited to, filing a current application, meeting all current educational and experience requirements, and taking and passing any and all examinations required of new applicants.

16. Instruction of Coursework Qualifying for Continuing Education

Respondent shall not be an instructor of any coursework for continuing education credit required by any license issued by the Board.

17. Notification to Referral Services

Respondent shall immediately send a copy of this Decision to all referral services registered with the Board in which respondent is a participant. While on probation, respondent shall send a copy of this Decision to all referral services registered with the Board that respondent seeks to join.

18. Reimbursement of Probation Program

Respondent shall reimburse the Board for the costs it incurs in monitoring the probation to ensure compliance for the duration of the probation period. Reimbursement costs shall be \$1,200.00 per year.

19. Cost Recovery

Respondent shall pay the Board \$5,079.00 as and for the reasonable costs of the investigation and prosecution of Case No. 2002020002669. Respondent shall make such payments in accordance with a payment plan outlined by the Board. Respondent shall make the check or money order payable to the Board of Behavioral Sciences and shall indicate on the check or money order that it is the cost recovery payment for Case No. 2002020002669. Any order for payment of cost recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate until full payment has been made. Should any part of cost recovery

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1	not be paid in accordance with the outlined payment schedule, respondent shall be considered to		
2	be in violation of probation. A period of non-practice by respondent shall not relieve respondent		
3	of his or her obligation to reimburse the board for its costs.		
4	Cost recovery must be completed six months prior to the termination of probation. A		
5	payment plan authorized by the Board may be extended at the discretion of the Enforcement		
6	Manager based on good cause shown by the probationer.		
7	ACCEPTANCE		
8	I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully		
9	discussed it with my attorney, David K. Leatherberry. I understand the stipulation and the effect		
10	it will have on my Licensed Marriage and Family Therapist License. I enter into this Stipulated		
1	Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be		
12	bound by the Decision and Order of the Board of Behavioral Sciences.		
13			
۱4	DATED: 6/24/2		
15	VERONICA CHRISTIANA CLEARY Respondent		
16			
ا 17	I have read and fully discussed with Respondent Veronica Christiana Cleary the terms and		
18	conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.		
19	I approve its form and content.		
20			
21	DATED:		
22	DAVID K. LEATHERBERRY Attorney for Respondent		
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STIPULATED SETTLEMENT (2002020002669)

1	not be paid in accordance with the outlined payment schedule, respondent shall be considered to		
2	be in violation of probation. A period of non-practice by respondent shall not relieve respondent		
3	of his or her obligation to reimburse the board for its costs.		
4	Cost recovery must be completed six months prior to the termination of probation. A		
5	payment plan authorized by the Board may be extended at the discretion of the Enforcement		
6	Manager based on good cause shown by the probationer.		
7	ACCEPTANCE		
8	I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully		
9	discussed it with my attorney, David K. Leatherberry. I understand the stipulation and the effect		
10	it will have on my Licensed Marriage and Family Therapist License. I enter into this Stipulated		
11	Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be		
12	bound by the Decision and Order of the Board of Behavioral Sciences.		
13			
14	DATED:		
15	VERONICA CHRISTIANA CLEARY Respondent		
16			
17	I have read and fully discussed with Respondent Veronica Christiana Cleary the terms and		
18	conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.		
19	I approve its form and content.		
20	·		
21	DATED: 06/24/2022 David Leatherberry		
22	DAVID K. LEATHERBERRY Attorney for Respondent		
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STIPULATED SETTLEMENT (2002020002669)

ENDORSEMENT The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board of Behavioral Sciences. DATED: 6-27-22 Respectfully submitted, **ROB BONTA** Attorney General of California THOMAS L. RINALDI Supervising Deputy Attorney General M. TRAVIS DEERY Deputy Attorney General Attorneys for Complainant LA2021602535 65203834.docx

Exhibit A

Accusation No. 2002020002669

1	ROB BONTA			
2	Attorney General of California THOMAS L. RINALDI			
3	Supervising Deputy Attorney General M. TRAVIS PEERY Deputy Attorney General State Bar No. 261887 300 So. Spring Street, Suite 1702 Los Angeles, CA 90013			
4				
5				
6 7	Telephone: (213) 269-6309 Facsimile: (916) 731-2126 E-mail: Travis.Peery@doj.ca.gov Attorneys for Complainant			
8	Anorneys for Complainant			
9	BEFORE THE			
10	BOARD OF BEHAVIORAL SCIENCES DEPARTMENT OF CONSUMER AFFAIRS			
11	STATE OF CALIFORNIA			
12				
13	In the Matter of the Accusation Against:	Case No. 200-2020-002669		
14	VERONICA CHRISTIANA CLEARY 4721 La Villa Marina , Unit A Marina Del Rey, CA 90292-7015	ACCUSATION		
15 16	Licensed Marriage and Family Therapist License No. LMFT 97745			
17	Respondent.			
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20	<u>PARTIES</u>			
21	1. Steve Sodergren (Complainant) brings this Accusation solely in his official capacity			
22	as the Executive Officer of the Board of Behavioral Sciences, Department of Consumer Affairs.			
23	2. On or about January 6, 2017, the Board of Behavioral Sciences issued Licensed			
24	Marriage and Family Therapist License Number LMFT 97745 to Veronica Christiana Cleary			
25	(Respondent). The Licensed Marriage and Family Therapist License was in full force and effect			
26	at all times relevant to the charges brought herein and will expire on March 31, 2022, unless			
27	renewed.			
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JURISDICTION

- 3. This Accusation is brought before the Board of Behavioral Sciences (Board), Department of Consumer Affairs, under the authority of the following laws. All section references are to the Business and Professions Code (Code) unless otherwise indicated.
 - 4. Section 4990.33 states:

"Notwithstanding any other law, except as provided in Section 4990.32, the expiration, cancellation, forfeiture, or suspension of a license, registration, or other authority to practice by operation of law or by order or decision of the board or a court of law, the placement of a license on a retired status, or the voluntary surrender of a license or registration by a licensee or registrant, of any license or registration within the authority of the board, shall not deprive the board of jurisdiction to commence or proceed with any investigation of, or action or disciplinary proceeding against, the licensee or registrant or to render a decision suspending or revoking the license or registration."

STATUTORY PROVISIONS

5. Section 4982 states:

"The board may deny a license or registration or may suspend or revoke the license or registration of a licensee or registrant if he or she has been guilty of unprofessional conduct.

Unprofessional conduct includes, but is not limited to, the following:

- "(d) Gross negligence or incompetence in the performance of marriage and family therapy.

 - "(i) Intentionally or recklessly causing physical or emotional harm to any client."

COST RECOVERY

6. Section 125.3 of the Code provides, in pertinent part, that the Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

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FACTUAL ALLEGATIONS

- From in or around April of 2018 through September of 2019, Respondent provided 7. therapy services to Patient 1 at The Camden Center in Los Angeles. While in therapy with Respondent, Patient 1 had regular informal text communications with Respondent outside of session and gave multiple gifts to both Respondent and Respondent's daughter, which Respondent accepted. Patient 1 completed treatment at The Camden Center in the fall of 2019.
- 8. In or around November of 2019, Respondent accepted Patient 1's offer of a weekend stay with spa treatments at the Hotel Bel-Air. In or around December of 2019, Respondent's employment was terminated by The Camden Center for accepting a gift of an expensive purse from Patient 1 and failing to report that gift as required by her employer.
- 9. In a complaint filed with the Board, Patient 1 indicated that after completing therapy with Respondent, their frequent informal contact by text message continued and rapidly progressed to daily informal, personal communication by text and telephone in which Respondent expressed her financial needs, which included supporting her young daughter. Financial statements provided by Patient 1 document \$128,783.39 given to Respondent by Patient 1 between December 2019 and April 2020. This financial assistance included regular cash installments and use of Patient 1's credit card at Respondent's discretion.
- 10. On or about April 29, 2020, Patient 1 cancelled the credit card Respondent was using and ceased contact with her after concluding that Respondent "exploited her knowledge of my specific psychological vulnerabilities to serve her own financial interests." In response to these actions, Respondent sent e-mails to Patient 1 on April 30, 2020 and May 1, 2020 in which she made statements about: the nature of their relationship not being conventional; her own emotional concerns surrounding the end of their relationship, with references to Patient 1's personal history; professional concerns about the security of her license; and her financial concerns resulting from Patient 1's cessation of financial support.

FIRST CAUSE FOR DISCIPLINE

(Gross Negligence)

- 11. Respondent is subject to disciplinary action under Code section 4982, subdivision (d), on the grounds of unprofessional conduct, in that, with respect to her care of Patient 1, Respondent committed acts of gross negligence as follows:
- a. Respondent engaged in an avoidable dual relationship with Patient 1 simultaneously with the therapeutic relationship and within a short period of time following the termination of the therapeutic relationship, resulting in impaired judgment on the part of Respondent and exploitation of Patient 1.
- b. Respondent financially exploited Patient 1 by accepting material and monetary gifts shortly after therapy ended and within the context of an unethical dual relationship, and then, when Patient 1 cancelled the credit Respondent had been using, focusing on attaining her own needs by making statements to Patient 1 regarding her own emotional and financial worries.
- c. Respondent emotionally exploited Patient 1 in that, following Patient 1 cancelling the credit card she was using, Respondent made multiple statements to Patient 1 regarding her emotional, financial, and professional needs and worries; made exploitative statements about Patient 1's personal psychological vulnerabilities; made emotionally exploitative statement to Patient 1 suggesting she was victimized by him; and expressed concerns about the security of her license.

Complainant refers to, and by this reference incorporates, the allegations set forth above in paragraphs 7-10, as though set forth herein.

SECOND CAUSE FOR DISCIPLINE

(Intentionally or Recklessly Causing Physical or Emotional Harm to a Client)

12. Respondent is subject to disciplinary action under Code section 4982, subdivision (i), on the grounds of unprofessional conduct, in that Respondent intentionally or recklessly caused emotional harm to Patient 1 by maintaining an unethical dual relationship with Patient 1 and exploiting Patient 1 both financially and emotionally, as described above in paragraph 11.

1	Complainant refers to, and by this reference incorporates, the allegations set forth above in		
2	paragraphs 7-10, as though set forth herein.		
3	<u>PRAYER</u>		
4	WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,		
5	and that following the hearing, the Board of Behavioral Sciences issue a decision:		
6	1. Revoking or suspending Licensed Marriage and Family Therapist License Number		
7	LMFT 97745, issued to Veronica Christiana Cleary;		
8	2. Ordering Veronica Christiana Cleary to pay the Board of Behavioral Sciences the		
9	reasonable costs of the investigation and enforcement of this case, pursuant to Business and		
10	Professions Code section 125.3; and,		
11	3. Taking such other and further action as deemed necessary and proper.		
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14	DATED: September 23, 2021 Steve Sodergren		
15	STEVE SODERGREN Executive Officer		
16	Board of Behavioral Sciences Department of Consumer Affairs		
17	State of California Complainant		
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